

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

IN RE:	§	
	§	
THE GATEWAY VENTURES LLC,	§	Case No. 21-30071
	§	
Debtor.	§	
	§	

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**AMENDED DESIGNATION OF WITNESSES AND EXHIBITS OF DEBTOR  
FOR MARCH 26, 2021 HEARING REGARDING MOTION OF DEBTOR (I)  
TO FILE SUN CAPITAL LLC PURCHASE SALE AGREEMENT UNDER  
SEAL AND (II) FOR RELATED RELIEF (RE: DOCKET NO. 50)**

TO THE HONORABLE H. CHRISTOPHER MOTT, U.S. BANKRUPTCY JUDGE:

The Gateway Ventures LLC ("TGV"), designates (the "Designation") the following persons as potential witnesses and the following items and potential exhibits for the hearing scheduled for May 26, 2021 (the "Hearing") regarding the *Motion of Debtor (I) to File Sun Capital LLC Purchase Sale Agreement Under Seal and (II) for Related Relief* (Docket No. 50).

**WITNESSES**

TGV designates the following persons as potential witnesses.

1. One or more representatives of TGV, including but not limited to Michael Dixon.
2. One or more representatives of Sun Capital LLC including but not limited to Deepesh Kholwadwala.
3. Any witness designated by any other party.

TGV reserves the right to call any witness designated by any other party, and any witness necessary for rebuttal.

**EXHIBITS**

TGV may offer into evidence at the Hearing any or all of the Exhibits in the list attached hereto —see below.

In addition, TGV designates any pleadings, including exhibits, filed in this case and any exhibits designated by any other party.

TGV reserves the right to amend or supplement this Designation as may otherwise be appropriate.

Dated: May 26, 2021

Respectfully submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

JEFF CARRUTH (TX SBN:. 24001846)

24 Greenway Plaza Suite 2050

Houston TX 77046

Telephone: (713) 341-1158

Fax: (866) 666-5322

E-mail: jcarruth@wkpz.com

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ATTORNEYS FOR  
THE GATEWAY VENTURES LLC

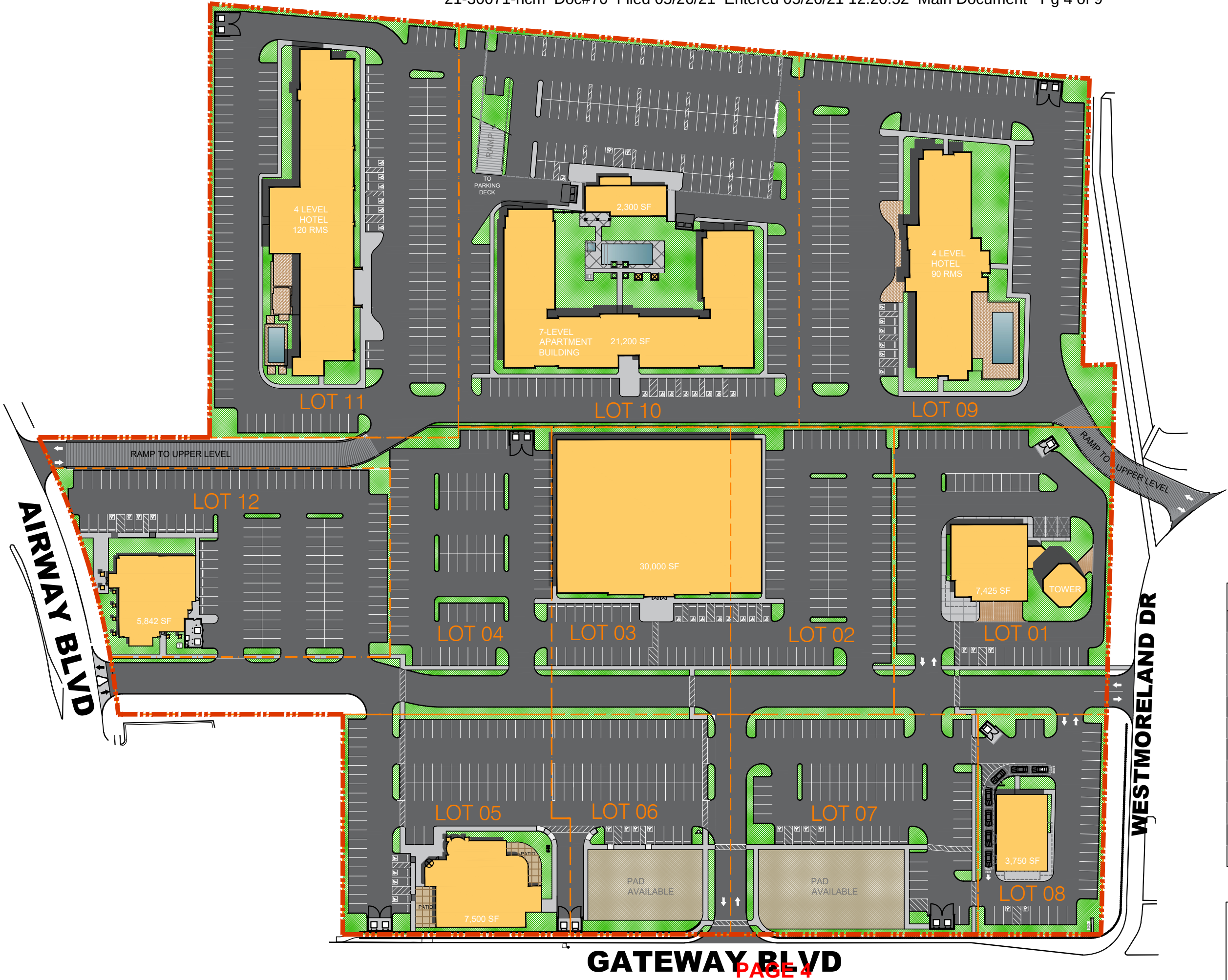
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon all parties receiving the Court's ECF e-mail notification for this case on May 26, 2021.

/s/ Jeff Carruth

JEFF CARRUTH

<b>EXHIBITS</b>				
<b>Exhibit No.</b>	<b>Description</b>	<b>Offer</b>	<b>Object</b>	<b>Admit</b>
TGV005	Master site plan			
TGV006	[reserved]			
TGV007	[reserved]			
TGV008	Specimen confidentiality agreement			
TGV009	Confidential agreement – HD Lending			
TGV010	Confidential agreement – Noorani counsel (J. Feuille)			
TGV011	Confidential agreement – Correspondence with Kumar counsel (H. Davis)			
	<b>ANY ITEM FILED IN THIS BANKRUPTCY CASE</b>			
	<i>Any items designated by any other party.</i>			
	<i>Rebuttal exhibits as may necessary.</i>			



TGV005



MASTER PLAN



LOT	AREA	BUILDING	PARKING	NOTES
LOT 1	1.358 ac	7,425 sf	59 spaces	RETAIL
LOT 2	1.026 ac	30,000 sf	211 spaces	ENTERTAINMENT
LOT 3	1.124 ac			
LOT 4	1.577 ac			
LOT 5	1.053 ac	7,500 sf	77 spaces	RESTAURANT
LOT 6	0.814 ac	TBD	56 spaces	TBD
LOT 7	1.192 ac	TBD	78 spaces	TBD
LOT 8	0.606 ac	3,750 sf	31 spaces	RESTAURANT
LOT 9	2.306 ac	13,000 sf	141 spaces	HOTEL
LOT 10	2.886 ac	23,500 sf	284 spaces	APARTMENTS
LOT 11	2.303 ac	18,250 sf	155 spaces	HOTEL
LOT 12	1.256 ac	5,842 sf	125 spaces	RESTAURANT

THE GATEWAY  
MASTER PLAN  
EL PASO, TX

PRESTIGE  
COMPANIES

**EXHIBIT**  
**TGV008**

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY (the “Agreement”) is made as of the date written below between THE GATEWAY VENTURES, LLC (“TGV”) and the recipient named below (the “Recipient”). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree to the following.

1. TGV is the debtor-in-possession in Case No. 21-30071 in the United States Bankruptcy Court for the Western District of Texas, El Paso Division (the “Bankruptcy Case”). TGV is also the seller under that certain **REAL ESTATE PURCHASE AND SALE AGREEMENT** dated **APRIL 7 2021** between TGV and **SUN CAPITAL HOTELS LLC**, as may be addended or amended (collectively, the “Contract”). TGV is filing, or has filed, in the Bankruptcy Case a motion to approve the Contract, with the Contract sought to be kept under seal (the “Motion”). Promptly after execution of this Agreement, TGV will deliver to Recipient a true, accurate, and complete copy of the Contract. TGV further agrees to provide to Recipient any future amendments to the Contract, promptly after execution.

2. Recipient agrees to keep the Contract and all of its contents and information contained therein (collectively, the “Confidential Information”) confidential and to not disclose the Confidential Information to third parties except as follows: (a) to its attorneys and other professionals (e.g. experts and consultants) who are assisting the Recipient with respect to the Bankruptcy Case; (b) employees of the Recipient in connection with proceedings; or (c) as required by applicable law.

3. If Recipient is subpoenaed to disclose the Contract or Confidential Information, it will promptly notify TGV in order to permit TGV to seek a protective order or take other appropriate action. Notwithstanding anything herein to the contrary, if and to the extent the Contract or Confidential Information or terms thereof become public, whether as part of proceedings involving the Motion or otherwise, the foregoing confidentiality obligation of Recipient shall not longer apply.

4. **THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.** Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. This Agreement has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this Agreement. **THIS AGREEMENT CONTAINS THE FINAL, INTEGRATED, AND ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER OF THIS AGREEMENT, BUT DOES NOT ALTER OR AFFECT ANY LOAN OR OTHER DOCUMENTS BETWEEN THE PARTIES.**

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**THE GATEWAY VENTURES, LLC**

**RECIPIENT:** \_\_\_\_\_

PDG PRESTIGE, INC., its manager  
By: Michael Dixon, President

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_



**EXHIBIT  
TGV009**

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY ("this Agreement") is made as of the date written below between THE GATEWAY VENTURES, LLC ("Gateway") and HD LENDING, LLC ("HD"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Gateway is the debtor-in-possession in Case No. 21-30071 in the United States Bankruptcy Court for the Western District of Texas, El Paso Division (the "Bankruptcy Case"). Gateway is also the seller under that certain **REAL ESTATE PURCHASE AND SALE AGREEMENT** dated **APRIL 7 2021** between Gateway and **SUN CAPITAL HOTELS LLC**, as may be addended or amended (collectively, the "Contract"). Gateway is filing, or has filed, in the Bankruptcy Case a motion to approve the Contract, with the Contract sought to be kept under seal (the "Motion"). Promptly after execution of this Agreement, Gateway will deliver to HD a true, accurate, and complete copy of the Contract. Gateway further agrees to provide to HD any future amendments to the Contract, promptly after execution.

2. HD agrees to keep the Contract confidential and to not disclose the Contract to third parties except as follows: (a) to its attorneys and other professionals; (b) in connection with proceedings involving the Motion or otherwise in the Bankruptcy Case; (c) in connection with enforcement of its rights or remedies against Gateway or its collateral owned by Gateway; (d) to any actual or prospective re-financier, purchaser, assignee, or participant or in HD's loan to Gateway; or (e) as required by applicable law. If HD is subpoenaed to disclose the Contract, it will promptly notify Gateway in order to permit Gateway to seek a protective order or take other appropriate action. Notwithstanding anything herein to the contrary, if and to the extent the Contract or terms thereof become public, whether as part of proceedings involving the Motion or otherwise, the foregoing confidentiality obligation of HD shall not longer apply.

3. **THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.** Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. This Agreement has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this Agreement. **THIS AGREEMENT CONTAINS THE FINAL, INTEGRATED, AND ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER OF THIS AGREEMENT, BUT DOES NOT ALTER OR AFFECT ANY LOAN OR OTHER DOCUMENTS BETWEEN THE PARTIES.**

EXECUTED as of the 22 day of April, 2021.

**THE GATEWAY VENTURES, LLC**

PDG PRESTIGE, INC., its manager  
By: Michael Dixon, President

Michael Dixon

**HD LENDING, LLC**

By: [Signature]

Name: Edward Escudero

Title: President

**EXHIBIT**  
**TGV010**

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY (the “Agreement”) is made as of the date written below between THE GATEWAY VENTURES, LLC (“TGV”) and the recipient named below (the “Recipient”). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree to the following.

1. TGV is the debtor-in-possession in Case No. 21-30071 in the United States Bankruptcy Court for the Western District of Texas, El Paso Division (the “Bankruptcy Case”). TGV is also the seller under that certain **REAL ESTATE PURCHASE AND SALE AGREEMENT** dated **APRIL 7 2021** between TGV and **SUN CAPITAL HOTELS LLC**, as may be addended or amended (collectively, the “Contract”). TGV is filing, or has filed, in the Bankruptcy Case a motion to approve the Contract, with the Contract sought to be kept under seal (the “Motion”). Promptly after execution of this Agreement, TGV will deliver to Recipient a true, accurate, and complete copy of the Contract. TGV further agrees to provide to Recipient any future amendments to the Contract, promptly after execution.

2. Recipient agrees to keep the Contract and all of its contents and information contained therein (collectively, the “Confidential Information”) confidential and to not disclose the Confidential Information to third parties except as follows: (a) to its attorneys and other professionals (e.g. experts and consultants) who are assisting the Recipient with respect to the Bankruptcy Case; (b) employees of the Recipient in connection with proceedings; or (c) as required by applicable law.

3. If Recipient is subpoenaed to disclose the Contract or Confidential Information, it will promptly notify TGV in order to permit TGV to seek a protective order or take other appropriate action. Notwithstanding anything herein to the contrary, if and to the extent the Contract or Confidential Information or terms thereof become public, whether as part of proceedings involving the Motion or otherwise, the foregoing confidentiality obligation of Recipient shall not longer apply.

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EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**THE GATEWAY VENTURES, LLC**

PDG PRESTIGE, INC., its manager  
By: Michael Dixon, President

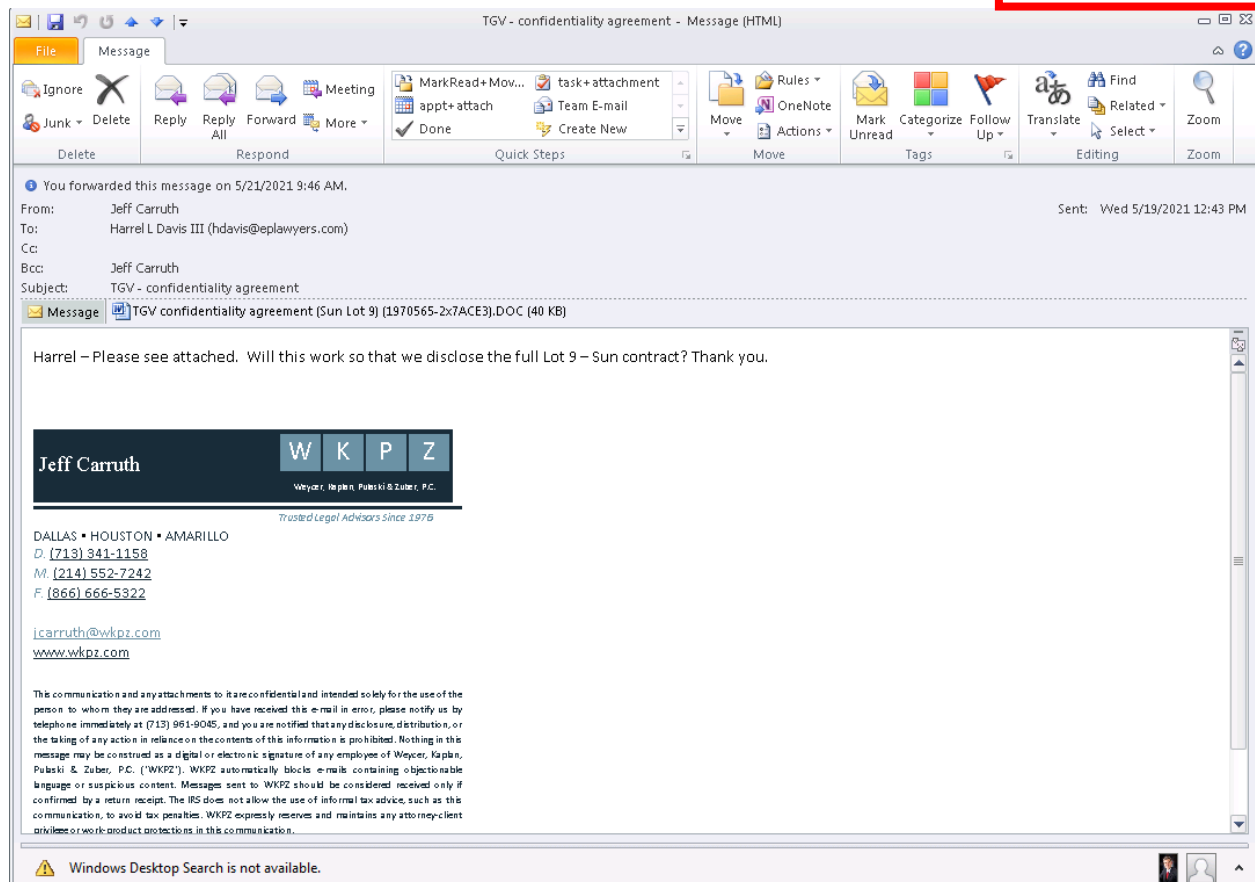
**RECIPIENT: Ashish Nayyar, Rahim Noorani,  
Deepesh Shrestha, and Umesh Shrestha**

Name: James M. Feuille

By: 

Title: Attorney for Recipient

**EXHIBIT  
TGV011**





**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY (the “Agreement”) is made as of the date written below between THE GATEWAY VENTURES, LLC (“TGV”) and the recipient named below (the “Recipient”). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree to the following.

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EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**THE GATEWAY VENTURES, LLC**

**RECIPIENT:** \_\_\_\_\_

PDG PRESTIGE, INC., its manager  
By: Michael Dixon, President

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_